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19 Attorneys for Plaintiffs

20 **UNITED STATES DISTRICT COURT**

21 **DISTRICT OF NEVADA**

22 SHIGE TAKIGUCHI, et. al,  
23 Individually and On Behalf of All  
24 Others Similarity Situated,

25 Plaintiffs,

26 v.

27 MRI INTERNATIONAL, INC.,  
28 EDWIN J. FUJINAGA, JUNZO  
SUZUKI, PAUL MUSASHI  
SUZUKI, LVT, INC., dba STERLING  
ESCROW, and DOES 1-500,

Defendants.

Case No.: 2:13-cv-01183-HDM-NJK

**STIPULATION AND  
ORDER RE PAYMENT OF  
SUZUKI ENTERPRISES, INC.  
PROFIT SHARING PLAN  
FUNDS PURSUANT TO FINAL  
APPROVAL OF CLASS  
ACTION SETTLEMENT**

1        WHEREAS, Defendant Suzuki Enterprises, Inc. Profit Sharing Plan (the  
2        "Plan") and Plaintiffs are collectively referred to herein as the "Parties";

3        WHEREAS, on December 11, 2017 the Plan entered into a Settlement  
4        Agreement with Plaintiffs by which it agreed to pay \$5,000,000, plus 62% of any  
5        amount in excess of the \$5,000,000 as consideration for resolution this action  
6        ("Settlement Proceeds");

7        WHEREAS, pursuant to the Settlement Agreement, 38% of any amount  
8        exceeding \$5,000,000 shall be paid to an account designated by Junzo Suzuki;

9        WHEREAS, the Settlement Agreement provides for specific instructions on  
10      the method of payment of the Settlement Proceeds and for termination of the Plan  
11      upon payment of the Settlement Proceeds;

12      WHEREAS, on May 22, 2018 the Court granted final approval of the class  
13      action settlement (Dkt. 840);

14      WHEREAS, the Plan's current account balance, held by LPL Financial LLC  
15      ("LPL") for the benefit of the Plan, is \$5,058,371.82;

16      WHEREAS, the Plan's account balance may increase or decrease at the time  
17      LPL actually transfers the funds as a result of market fluctuation;

18      WHEREAS, the Court has already approved the payment of up to \$2,000 in  
19      attorneys' fees for legal expenses incurred in June 2018 (Dkt. 847);

20      WHEREAS the attorneys' fees for legal expenses incurred by the Plan in  
21      June 2018 are payable as follows:

22            • \$595.00 payable to Foundation Law Group LLP; and  
23            • \$375.00 payable to Brucker & Morra, APC;

24      WHEREAS the invoices for the Plan's legal fees with specific descriptions  
25      of the work accomplished are attached hereto as Exhibit "A";

26      NOW, therefore, the Parties stipulate as follows:

- 1       1. \$595.00 of the funds held by LPL Financial for the benefit of the Plan  
2       shall be unfrozen and released from the preliminary injunction [183] and  
3       paid to Foundation Law Group LLP;
- 4       2. \$375.00 of the funds held by LPL Financial for the benefit of the Plan  
5       shall be unfrozen and released from the preliminary injunction [183] and  
6       paid to Brucker & Morra, APC;
- 7       3. After payment of legal fees to Foundation Law Group LLP and Brucker  
8       & Morra, APC, within 5 days of this order, LPL is hereby ordered to  
9       disburse the entire balance of LPL Account No. XXXX-6536, held by  
10      LPL for the benefit of the Plan to the Marshall Suzuki Law Group Client  
11      Trust Account.
- 12      4. Within 5 days from confirmation of the funds, Marshall Suzuki Law  
13      Group shall pay Heffler Claims Group the Settlement Proceeds of Five  
14      Million Dollars (\$5,000,000) plus 62% of any amount exceeding  
15      \$5,000,000.
- 16      5. Marshall Suzuki Law Group shall pay the remainder of the funds, i.e.  
17      38% of any amount exceeding \$5,000,000, at the direction of Junzo  
18      Suzuki.
- 19      6. The Plan shall be terminated as of June 30, 2018.

1 DATED: June 25, 2018

2  
3 **MANNING & KASS ELLROD**  
4 **RAMIREZ, TRESTER LLP**

5 By: /s/ James E. Gibbons  
6 *Attorneys for Plaintiffs*

DATED: June 25, 2018

**ENENSTEIN PHAM & GLASS**

By: /s/ Robert A. Rabbat  
*Attorneys for Suzuki Enterprises, Inc.,*  
*Profit Sharing Plan*

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8  
9 DATED: June 25, 2018

10  
11 **LAW OFFICES OF ROBERT W.**  
12 **COHEN, A.P.C.**

13 By: /s/ Robert W. Cohen  
14 *Attorneys for Plaintiffs*

DATED: June 25, 2018

**FOUNDATION LAW GROUP LLP**

By: /s/ Gregg D. Zucker  
*Attorneys for Suzuki Enterprises,*  
*Inc., Profit Sharing Plan*

16  
17 **ORDER**

18 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

19 DATED this 29th day of June, 2018.

20 

21 United State District Court Judge